



# CITY of NOVI CITY COUNCIL

**Agenda Item N**  
**December 7, 2015**

**SUBJECT:** Approval of a Storm Drainage Facility Maintenance Easement Agreement with Interphase Land Development, LLC for the Casa Loma project located west of Beck Road, north of Eight Mile Road (parcel 22-32-200-014).

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *BTC RA*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The developer of Casa Loma, Interphase Land Development, LLC, requests approval of the Storm Drainage Facility Maintenance Easement Agreement for the new residential development project, located west of Beck Road, north of Eight Mile Road.

The Storm Drainage Facility Maintenance Easement Agreement is a requirement of the Storm Water Management Ordinance and details the responsibilities of the eventual property owner (Homeowners Association) to properly maintain their privately owned on-site storm water system. The agreement also contains a provision that permits the City to perform maintenance on the privately owned on-site storm water system should the property owner fail to do so at the expense of the property owner.

In this particular case, the property owner owns and agrees to maintain the storm water detention basin and is providing an access easement to the basin. The owner is also responsible for maintaining the pipes, manholes and open channels leading to and from the on-site storm water system.

The enclosed agreement has been favorably reviewed by City Staff and the City Attorney (Beth Saarela's letter, attached) and is recommended for approval.

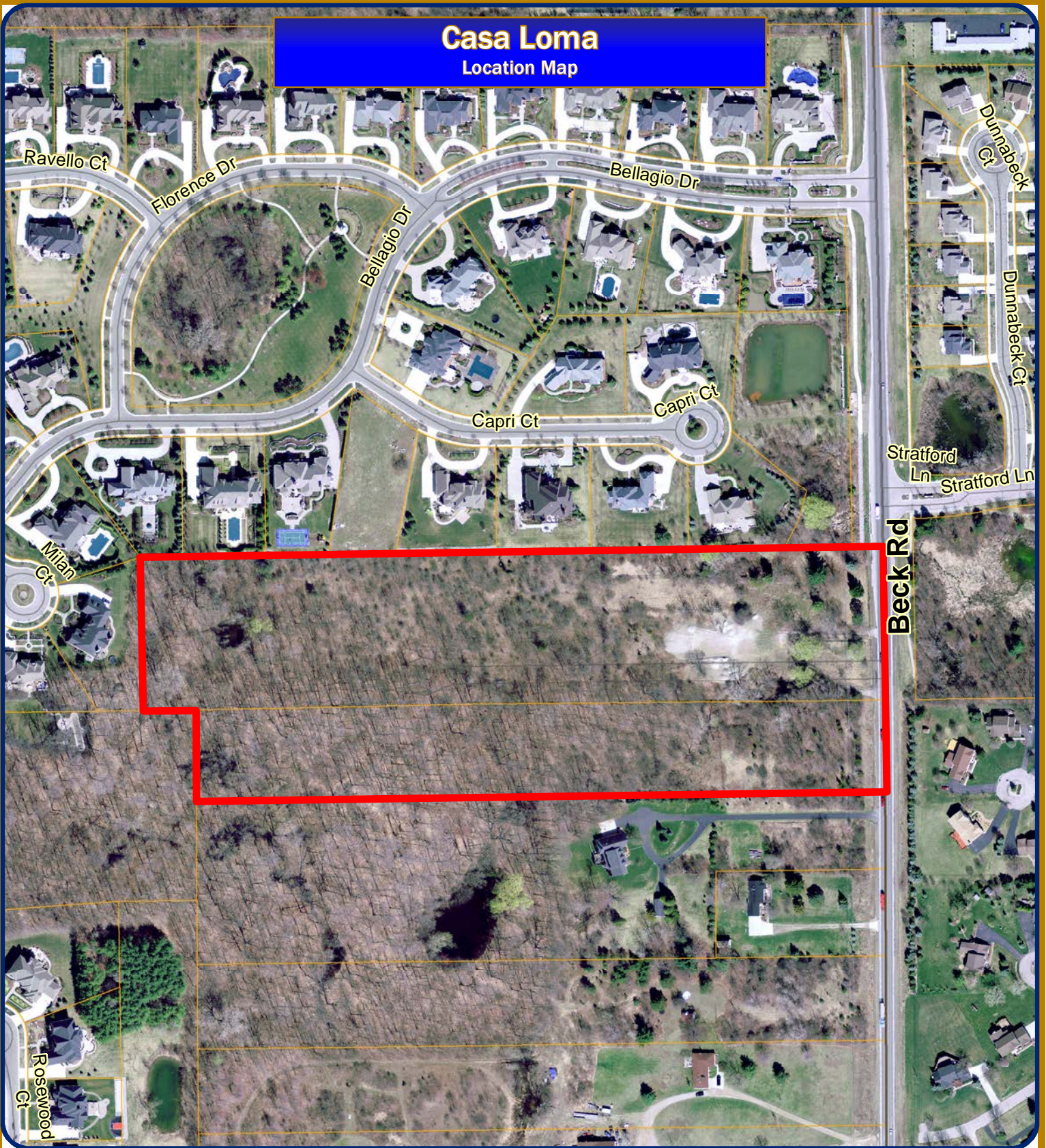
**RECOMMENDED ACTION:** Approval of a Storm Drainage Facility Maintenance Easement Agreement with Interphase Land Development, LLC for the Casa Loma project located west of Beck Road, north of Eight Mile Road (parcel 22-32-200-014).

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Casa Loma

## Location Map

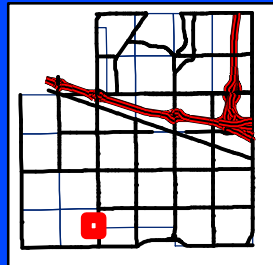


Map Author: A. Wayne  
 Date: November 24, 2015  
 Project:  
 Version #:

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



**City of Novi**  
 Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
 cityofnovi.org



1 inch = 256 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.johnsonrosati.com

November 23, 2015

Rob Hayes, Public Services Director  
City of Novi, Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Casa Loma Condominium JSP 13-0052  
Storm Drainage Facility Maintenance Easement Agreement**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage and detention facilities serving the Casa Loma Site Condominium Development. The Agreement is in the City's standard format and has been executed by the property owner. The Exhibits have been reviewed and approved by the City's Consulting Engineer. The Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by the City Clerk's Office.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ELIZABETH K. SAARELA

EKS  
Enclosures

CC: Maryanne Cornelius, Clerk (w/Original Enclosures)  
Charles Boulard, Community Development Director (w/Enclosures)  
Barb McBeth, Deputy Community Development Director (w/Enclosures)  
Sheila Weber, Treasurer's Office (w/Enclosures)  
Kristin Pace, Treasurer's Office (w/Enclosures)

Rob Hayes, Public Services Director

November 23, 2015

Page 2

Adam Wayne, Civil Engineer (w/Enclosures)

Aaron Staup, Construction Engineering Coordinator (w/Enclosures)

Sarah Marchioni, Building Permit Coordinator (w/Enclosures)

Sue Troutman, City Clerk's Office (w/Enclosures)

Brittany Allen, Spalding DeDecker (w/Enclosures)

Bill Bye, Interphase Land Development (w/Enclosures)

J. Robert Langan, Esquire (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)

**STORM DRAINAGE FACILITY**  
**MAINTENANCE EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this between 9<sup>th</sup> day of November, 2015, by and between Interphase Land Development, LLC, whose address is 901 McDonald, Northville, MI 48167 (hereinafter the "Owner"), and the City of Novi, its successors, assigns, or transferees, whose address is 45175 W. Ten Mile Road, Novi, MI 48375 (hereinafter the "City").

R E C I T A T I O N S :

A. Owner is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Owner has received final site plan approval for construction of a residential development on the Property.

B. The Casa Loma Development, shall contain certain storm drainage, detention and/or retention facilities, including but not limited to, a detention/sedimentation basin, for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Owner hereby covenants and agrees that the Owner shall, at its own expense, perpetually preserve, maintain, and repair all storm drainage, detention and retention facilities, including all wetlands which are part of the system, to insure that the same continue to function as intended. The Owner shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs for the first three (3) years are described in the attached **Exhibit B**.

The Owner and/or Association shall maintain a log of all inspection and maintenance activities and make the log available to City personnel as needed.

In the event that the Owner shall at any time fail to carry out the responsibilities specified within this agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Owner setting forth the deficiencies in maintenance and/or preservation

along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Owner an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the person conducting the hearing shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property through the Ingress/Egress Easement Area as described and depicted in **Exhibit C** and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the detention/sedimentation basin within the Detention/Sedimentation Basin Easement Area described and depicted in **Exhibit D**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Owner within thirty (30) days of a billing to the Owner. All unpaid amounts may be placed on the delinquent tax roll of the City as to the Property, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Owner, and, in such event, the Owner shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the property as described in the terms and conditions of this agreement.

Invalidation of any of these covenants or conditions by Judgment or Court Order shall in no way affect the validity of any other provision which shall remain in full force and effect.

This agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.



**CONSENT TO STORM DRAINAGE FACILITY  
MAINTENANCE EASEMENT AGREEMENT**

LEGACY BANK OF FLORIDA, a Florida Profit Corporation, whose address is 2300 Glades Road, Suite 140W, Boca Raton, FL 33431, as the holder of a mortgagee interest in and to the property referenced in the foregoing Storm Drainage Facility Maintenance Easement Agreement, dated ~~November 9<sup>th</sup>~~ November 9<sup>th</sup>, 2015, whereby Interphase Land Development grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

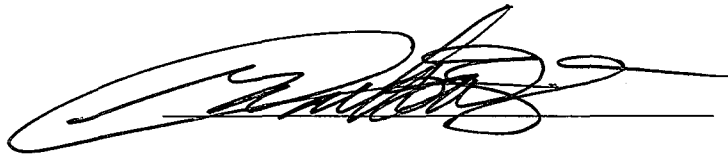
IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 12<sup>th</sup> day of November, 2015.

LEGACY BANK OF FLORIDA, a Florida Profit Corporation

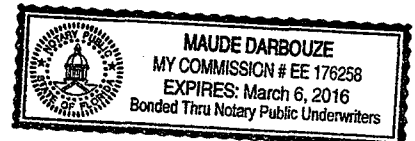
By: FRANCES HOLLAND SVP  
Its: SENIOR VICE PRESIDENT

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF PALM BEACH        )

The foregoing Consent to Easement was acknowledged before me this 13<sup>th</sup> day of November, 2015, by Frances Holland, the SVP of Legacy Bank of Florida, a Florida Profit Corporation.



Notary Public  
Acting in Palm Beach County, FL  
My commission expires: \_\_\_\_\_





**CONSENT TO STORM DRAINAGE FACILITY MAINTENANCE EASEMENT**

SW PARTNERS LLC, a Florida limited liability company, whose address is 2700 N. Military Trail, Suite 225, Boca Raton, FL 33431, as the holder of a mortgagee interest in and to the property referenced in the foregoing Storm Drainage Facility Maintenance Easement, dated November 9<sup>th</sup>, 2015, whereby Interphase Land Development grants and conveys said easement to the City of Novi, the undersigned hereby evidences its consent to the grant, conveyance, existence and recordation of said easement, which easement is hereby acknowledged and agreed to be superior to the interest of the undersigned and shall bind the undersigned and the heirs, successors and assigns of the undersigned.

IN WITNESS WHEREOF the undersigned has caused its signature to be placed on the 30th day of October, 2015.

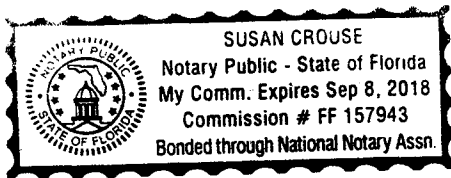
SW PARTNERS LLC, a Florida Limited Liability Company

By: *Norman S. Weinstein*  
NORMAN S. WEINSTEIN

Its: Manager

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PALM BEACH )

The foregoing Consent to Easement was acknowledged before me this 30th day of October, 2015 by Norman S. Weinstein, the Manager of SW Partners LLC, a Florida limited liability company.



*Susan Crouse*  
Notary Public  
Acting in Palm Beach County, FL  
My commission expires: Sep 8, 2018

**Drafted by:**

Elizabeth K. Saarela, Esquire  
JOHNSON ROSATI SCHULTZ & JOPPICH PC  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331

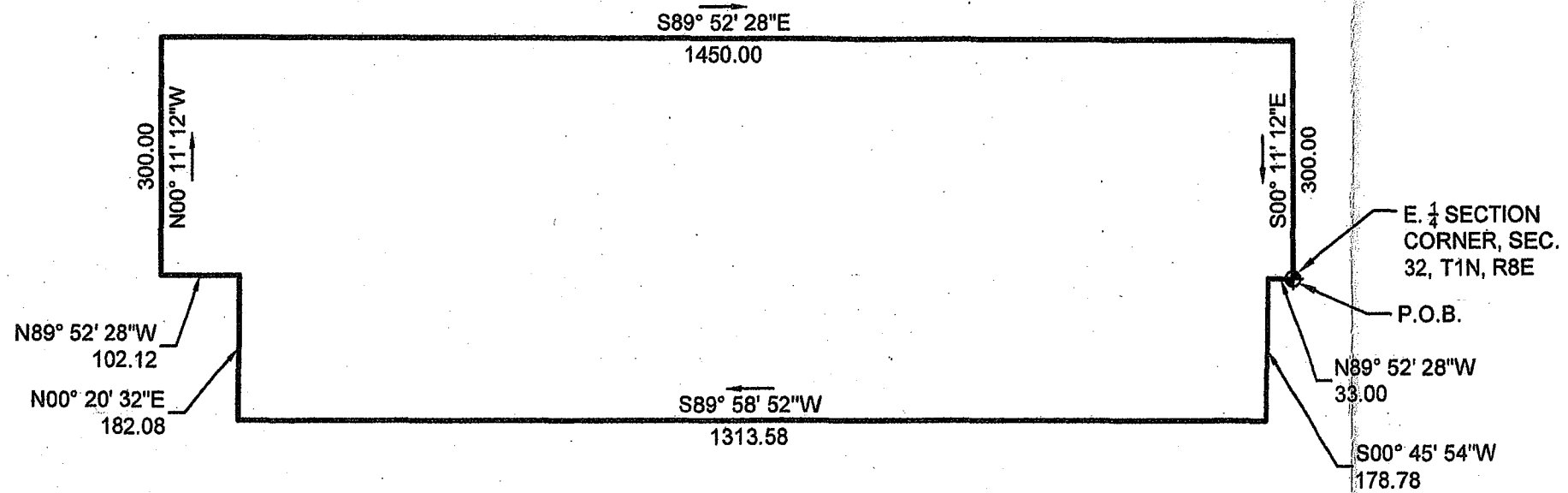
**And when recorded return to:**  
Maryanne Cornelius, City Clerk  
City of Novi  
45175 W. Ten Mile Rd  
Novi, MI 48375

**Tax Identification Numbers:** 50-22-32-200-014,  
50-22-32-400-023

EXHIBIT "A"

# CASA LOMA OVERALL PROPERTY

PART OF THE NE 1/4 OF SECTION 32, T1N, R8E,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



THAT PART OF THE NE 1/4 OF SECTION 32, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

FURTHER DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 32; THENCE CONTINUING N89°52'28"W 33.00 FEET; THENCE S00°45'54"W 178.78 FEET; THENCE S89°58'52" W 1313.58 FEET; THENCE N00°20'32"E 182.08 FEET; THENCE N89°52°28"W 102.12 FEET; N00°11'12"W 300.00 FEET; THENCE S89°52'28"E 1450.00 FEET; THENCE S00°11'12"E 300.00 FEET TO THE POINT OF BEGINNING. CONTAINING 14.91 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD.



1" = 200'



[www.nederveld.com](http://www.nederveld.com)  
1.800.222.1868

Ann Arbor      Grand Rapids  
Chicago        Holland  
Columbus      Indianapolis

7th of August 2014 Rev: 11/26/2014  
project no. 11500089 Rev: 4/20/2015

© 2014 Nederveld, Inc.

11500089-EXHIBITS 11/26/2014

EXHIBIT "B"

# CASA LOMA STORM DRAIN MAINTENANCE TASKS & SCHEDULE

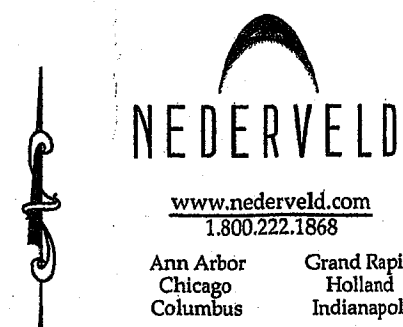
PART OF THE NE 1/4 OF SECTION 32, T1N, R8E,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

TO BE PERFORMED BY OWNER OR OWNER'S REP.

TASKS	COMPONENTS								SCHEDULE
	PAVED AREAS	PERVIOUS AREAS	RIP-RAP/SILT FENCE	STORM DRAINAGE SYSTEM	DRAINAGE SWALES	BASIN AREA	STORM TREATMENT STR	BASIN OVERFLOW	
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	X	X	X	X	SEMI-ANNUALLY/AS NEEDED*
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	X	X	X	X	5-10 YRS/AS NEEDED*
INSPECT FOR FLOATABLES AND DEBRIS				X	X	X	X		ANNUALLY
CLEANING FOR FLOATABLES AND DEBRIS				X	X	X	X		ANNUALLY
INSPECTION FOR EROSION		X	X		X	X		X	SEMI-ANNUALLY
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X			X	X		X	AS NEEDED
CLEAN DRIVES AND PARKING LOTS	X								ANNUALLY
MOWING		X				X			AS NEEDED
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE OWNER)			X	X	X	X		X	ANNUALLY
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	X	X	X		X	AS NEEDED
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES AND REPORT TO PROPERTY OWNER									ANNUALLY
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO PROPERTY OWNER									ANNUALLY
PROPERTY OWNER REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS.									ANNUALLY
OWNER TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS									AS NEEDED

\* "AS NEEDED" MEANS WHEN SEDIMENT HAS ACCUMULATED TO A MAXIMUM OF ONE FOOT DEPTH

MAINTENANCE BUDGET: \$1,000 PER YEAR



[www.nederveld.com](http://www.nederveld.com)  
1.800.222.1868

Ann Arbor      Grand Rapids  
Chicago        Holland  
Columbus      Indianapolis

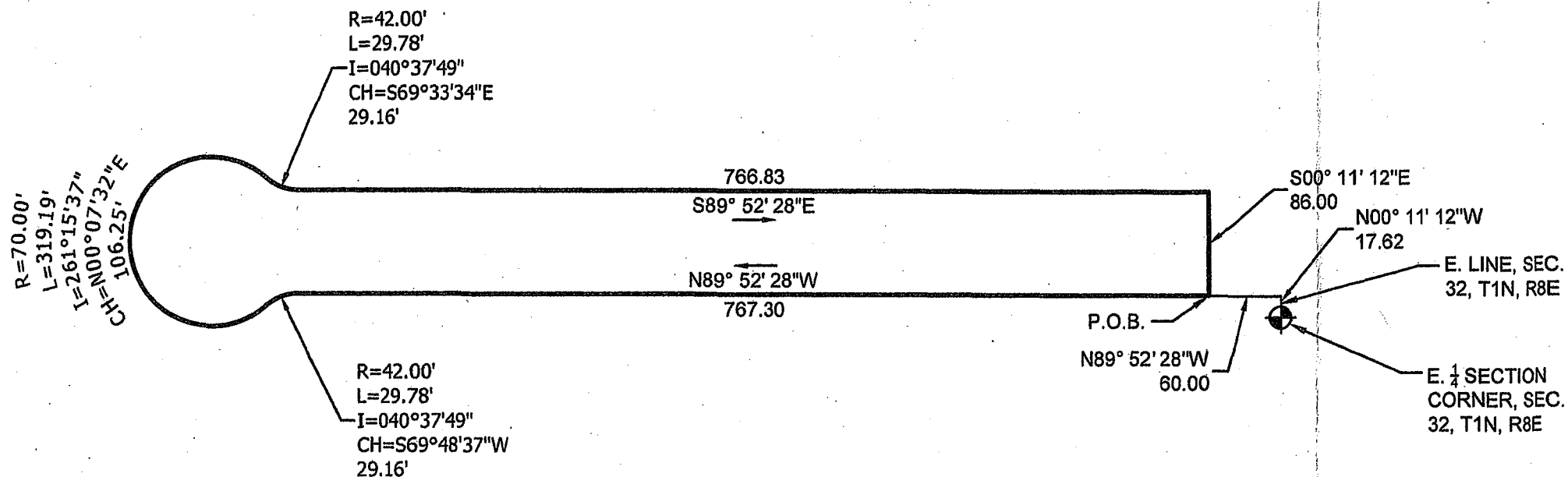
7th of August 2014 Rev: 11/26/2014  
project no. 11500089      8/17/2015

© 2014 Nederveld, Inc.

1" = 120'

11500089-EXHIBITS 11/26/2014

EXHIBIT "C"



### CASA LOMA

## PRIVATE ROAD EASEMENT FOR INGRESS/EGRESS AND UTILITIES

PART OF THE NE 1/4 OF SECTION 32, T1N, R8E,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

THAT PART OF THE NE 1/4 OF SECTION 32,  
T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND  
COUNTY, MICHIGAN.

FURTHER DESCRIBED AS:  
COMMENCING AT THE EAST 1/4 CORNER OF  
SECTION 32; THENCE ALONG THE EAST  
LINE OF SAID SECTION AND THE  
CENTERLINE OF BECK ROAD, N00°11'12"W,  
17.62 FEET; THENCE N89°52'28"W, 60.00  
FEET TO THE POINT OF BEGINNING OF  
THE EASEMENT TO BE DESCRIBED;

THENCE CONTINUING N89°52'28"W, 767.30  
FEET; THENCE ALONG A CURVE TO THE  
LEFT 29.78 FEET WITH A RADIUS OF 42.00  
FEET, A DELTA OF 40°37'49", AND A  
CHORD BEARING AND DISTANCE OF  
S69°48'37"W, 29.16 FEET; THENCE ALONG  
A CURVE TO THE RIGHT 319.19 FEET WITH  
A RADIUS OF 70.00 FEET, A DELTA OF  
261°15'37", AND A CHORD BEARING AND  
DISTANCE OF N00°07'32"E, 106.25 FEET;  
THENCE ALONG A CURVE TO THE LEFT  
29.78 FEET WITH A RADIUS OF 42.00 FEET,

A DELTA OF 40°37'49", AND A CHORD  
BEARING AND DISTANCE OF S69°33'34"E,  
29.16 FEET; THENCE S89°52'28"E, 766.83  
FEET; THENCE S00°11'12"E, 86.00 FEET TO  
THE POINT OF BEGINNING. CONTAINING  
1.88 ACRES, MORE OR LESS. SUBJECT TO  
ANY EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND/OR  
RESERVATIONS OF RECORD.



1" = 120'



[www.nederveld.com](http://www.nederveld.com)  
1.800.222.1868

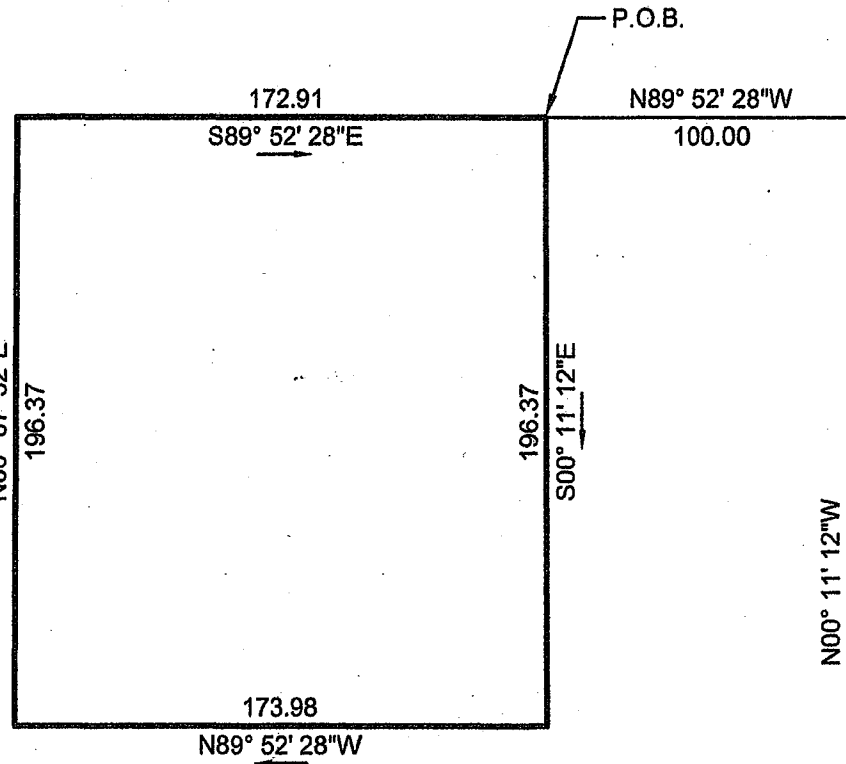
Ann Arbor      Grand Rapids  
Chicago        Holland  
Columbus      Indianapolis

7th of August 2014 Rev: 11/26/2014  
project no. 11500089      8/17/2015

© 2014 Nederveld, Inc.

11500089-EXHIBITS 11/26/2014

EXHIBIT "D"



# CASA LOMA DETENTION POND AREA

PART OF THE NE 1/4 OF SECTION 32, T1N, R8E,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

THAT PART OF THE NE 1/4 OF SECTION 32, T. 1 N., R. 8 E.,  
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

FURTHER DESCRIBED AS:  
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 32;  
THENCE ALONG THE EAST LINE OF SAID SECTION AND  
THE CENTERLINE OF BECK ROAD, N00°11'12"W, 300.00  
FEET; THENCE N89°52'28"W, 100.00 FEET TO THE POINT  
OF BEGINNING OF THE EASEMENT TO BE DESCRIBED;  
THENCE S00°11'12"E, 196.37 FEET; THENCE N89°52'28"W,  
173.98 FEET; THENCE N00°07'32"E, 196.37 FEET; THENCE  
S89°52'28"E, 172.91 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.78 ACRES, MORE OR LESS. SUBJECT TO  
ANY EASEMENTS, COVENANTS, CONDITIONS,  
RESTRICTIONS AND/OR RESERVATIONS OF RECORD.

E. LINE, SEC.  
32, T1N, R8E

E. 1/4 SECTION  
CORNER, SEC.  
32, T1N, R8E



1" = 60'



[www.nederveld.com](http://www.nederveld.com)  
1.800.222.1868

Ann Arbor	Grand Rapids
Chicago	Holland
Columbus	Indianapolis

7th of August 2014 Rev: 11/26/2014  
project no. 11500089 8/17/2015

© 2014 Nederveld, Inc.

11500089-EXHIBITS 11/26/2014